

Exhibition Road Cultural Group (ERCG)

Invitation to tender for Neighbourhood Heat and Energy project

**Tender return date:
Noon GMT on 29th August 2025**

1.0 About the Organisation

- 1.1 The Exhibition Road Cultural Group (ERCG) is a partnership of 22 leading cultural and educational organisations working together to celebrate, develop and promote South Kensington as a world-class centre of learning, innovation and inspiration in the arts and science. Created from the legacy of the Great Exhibition of 1851, this is the world's first planned cultural quarter, where art meets science, music meets technology, and design meets engineering. Where cutting-edge research is done in Victorian-era buildings, and where millions of tourists come to be inspired and entertained every year. South Kensington is one of the most visited cultural destinations in the world and home to an extraordinary cluster of world-leading organisations.

[Discover South Kensington](#) is our external facing name for joint promotion and public activity.

[South Ken ZEN+](#) is our neighbourhood response to the planet's increasingly urgent climate and biodiversity crisis.

Our Members include:

[Design Museum](#)

[Goethe-Institut London](#)

[Imperial](#)

[Institute français](#)

[Japan House London](#)

[Kensington Palace, Historic Royal Palaces](#)

[Natural History Museum](#)

[Royal Albert Hall](#)

[Royal Borough of Kensington and Chelsea](#)

[Royal Brompton Hospital](#)

[Royal College of Art](#)

[Royal College of Music](#)

[Royal Commission for the Exhibition of 1851](#)

[Royal Geographical Society \(with IBG\)](#)

[Royal Society of Sculptors](#)

[Science Museum](#)

[The Serpentine Galleries](#)

[South Kensington Estates](#)

[The Ismaili Centre](#)

[The Royal Parks](#)

[V&A](#)

[Westminster City Council](#)

1.2 Our Invitation to You

ERCG is inviting tenders to support the members in a neighbourhood approach to decarbonising heat and energy with a focus on accessing further funding and exploring opportunities by:

- Mapping and collating of existing funding and project opportunities
- Establishing a baseline of energy and heat demand across the members
- Collating a systems inventory across members with coordinated timeline

ERCG invites bidders to submit tenders for this project by noon 29th August 2025. This briefing document sets out the details of this process for bidders.

2.0 Brief/Specification

2.1 Purpose and Background

This document invites organisations to bid for work to support the ERCG members to collectively decarbonise heat and energy usage.

Current South Ken ZEN+ programme

The 22 Exhibition Road Cultural Group organisations are working together to become a zero emissions, nature positive neighbourhood. The seven goals for the SKZ+ programme are:

1. Become a net-zero neighbourhood before 2040
2. Reduce emissions from our operations by [50%] by 2030
3. Increase urban green space by [20%] by 2030
4. Create a significant net gain in bio-diversity and ecological connectivity
5. Reduce waste, and recycle at least [75%] of our business waste by 2030
6. Increase sustainable and active travel for staff, students, residents and 20m+ visitors
7. Make transport for [all] our deliveries and services net zero by 2040

The programme delivers against four key work strands to deliver on these objectives

1. Sharing knowledge to help us all accelerate action: The ZEN+ Emissions Reporting Framework.

Providing the means to level-up understanding about our individual and collective greenhouse gas emissions; share best practice in decarbonisation and support efficiency and accelerated progress against our goals by avoiding duplication of effort.

2. Shaping a sustainable supply chain together: The ZEN+ Supply Chain Charter

Reducing emissions in our value chains by using collective bargaining power to help our suppliers adopt best-in-class sustainability principles. Developing shared and sustainable procurement principles that will drive change aligned to our ZEN+ goals.

3. Harnessing our intellectual capital to find better solutions: The ZEN+ Knowledge Network

Ensuring activities across our organisations are informed by rigorous real-world research. Fostering a peer network of experts and practitioners who can share knowledge, skills, expertise and learning for maximum benefit.

4. Transforming the South Ken experience for everyone: The ZEN+ Neighbourhood Vision

Transforming our public realm and private spaces to benefit everyone who visits, works, studies and lives here. Making South Ken 'fit for the future' – adapted for our rapidly changing climate - and a visible statement of our intent to be an exemplar zero-emissions, nature positive, climate resilient neighbourhood. A genuinely collaborative endeavour, this workstream aims to develop a vision that is shared by the local community, councils and institutions.

What are we trying to solve

To reach our ambitious targets, we need to explore transformational opportunities for low carbon/zero carbon energy sources, projects and funding across the neighbourhood. This could include heat networks and other shared solutions, or individual solutions, to energy generation. There has been some work already conducted to identify potential heat sources in the area including by a heat network consortium comprising ERCG members as well as

the local councils: Royal Borough of Kensington and Chelsea, Hammersmith and Fulham and Westminster City Council.

These studies and other opportunities need to be explored further to support collective action and help institutions make informed decisions about their heat and energy infrastructure whilst futureproofing the neighbourhood.

This activity would work in cohesion with the SKZ+ Emissions Reporting Framework workstream to help build a cohesive understanding of how organisations can work towards becoming net zero.

Why are we working together

- Share expertise and resources
- Explore cross-member opportunities
- Provide economies of scale
- Formulate group pressure
- Avoid lock-out

Group approach

On the 30th April, the ERCG members came together in a workshop delivered by the Centre for Sustainable Energy to discuss ambitions for a group approach to decarbonisation of heat and energy. The workshop explored what organisations are doing individually, their successes and challenges.

The biggest challenge identified was funding with other challenges broadly fitting into a couple of categories, with common themes emerging from both. The first of these was practical challenges encountered directly in projects, for example:

- Sourcing an alternative heat supply.
- Being unable to produce material change, e.g. due to heritage restrictions.
- Space restrictions preventing the installation of measures.

Some participants also identified challenges around unknowns, particularly how these limit things from a more strategic view. Some challenges identified include:

- A lack of knowledge about Scope 3 emissions, and about embodied carbon in proposed changes.
- How heat and electricity diversity (i.e. timing of peaks between buildings) impact plans.
- Start/stop nature of funding, and lack of “strategic” funding that can fund changes from feasibility through to operation.

The group felt that some of these challenges could be addressed as a group by the following pieces of work that inform our objectives and deliverables for this piece of work:

- Mapping and collating of existing funding and project opportunities
- Establishing a baseline of energy and heat demand across the members
- Collating a systems inventory across members with coordinated timeline

2.2 Past studies and activity

There have been a number of feasibility studies undertaken across the area relating to decarbonisation and the creation of heat networks. These would be shared with the successful bidder to help inform this piece of work: Fulcrum Consulting, Low Carbon Futures from 1851-2050; Cynergis, Carbon Reduction Masterplan for the 1851 Estate, 2011; Arup, South Kensington Zero Emissions Neighbourhood Heat Network Phase 2, 2024.

2.3 Scope of work

The project needs to be collaborative, engaging members and key stakeholders at all levels. Successful harnessing of information will ultimately give strength and integrity to success of the project. We will discuss the steps to engage with our members and key stakeholders and timelines at the next stage.

Aim

To support the ERCG members in a neighbourhood approach to decarbonising heat and energy with a focus on accessing further funding and exploring opportunities.

Objectives

1. Establish a baseline of energy and heat demand across the members including high-resolution data and peak demands where available to inform feasibility of potential projects and funding bids.
2. Collate a systems inventory across members including:
 - The creation of a coordinated system replacement timeline and understanding lifetime of specific plant so that the timelines for strategic decarbonisation decisions and collaborative opportunities are known and cost-effective measures can be implemented across members through partnership and group purchasing power.
 - Heat network connection readiness.
 - Heat recovery opportunities.
 - A summary of each institutions' objectives relating to commitment to decarbonisation.
3. Map, collate and advise on existing funding and project opportunities - establishing individual and collective opportunities to attract further funding and analysing potential projects for collective decarbonisation:
 - Summary review of heat network feasibility and studies already undertaken through ERCG and other organisations such as GLA.
 - Review of local and national opportunities and feasibility of heat and energy sources (using GLA heat map and other sources) including from water and ground supply already proposed by various stakeholders and other partnership opportunities such as power purchase agreements.
 - Benchmarking of cost implications e.g. business as usual for individual sites vs. collective solutions.
 - Review and comprehensive advice of further funding sources available (including suitability of fund, timing, overview of requirements for access) alongside potential delivery options e.g. commercial or consortium and their pros and cons. To include understanding of value for money, what option will cost what and what cost implication does this have for the future vs. business as usual.

Deliverables

- Dataset and report detailing baseline of energy and heat demand of all involved institutions.
- Systems inventory of all involved institutions, detailing system type, condition, energy type, energy use, replacement plan date (if known), replacement system type (if known). Understanding of data currently not known.
- Report of recommendations for options for projects and funding opportunities.
- Workshop sharing research and information with ERCG members to discuss and agree next steps.

Governance

The project will be managed by the ERCG alongside a working group comprising of ERCG representatives from Royal Borough of Kensington and Chelsea, Westminster City Council, the NHS, the Design Museum, the V&A and the Royal Commission for the Exhibition of 1851.

This working group feeds into the South Ken ZEN+ Steering Group who report to the ERCG Board of Trustees.

2.4 Indicative Timeline

29th August	Tender deadline
1st-5th Sept	Review applications
w/c 8th Sept	Potential interviews to shortlisted agencies and appointment
Sept - Nov	Project delivery - review, collate, discuss
Dec	Share findings, reports and recommendations

2.5 Fee Budget

The fee budget is capped at £64,000. This needs to cover all deliverables, disbursements and expenses. In your tender response, please provide break down of your fixed price and hourly rate across the resource schedule. Any tender with a proposed fee that exceeds our budget limit will be disqualified.

3.0 Instructions to Bidders

3.1 About these Instructions

These instructions are designed to ensure that all bidders are given equal and fair treatment in this process. It is important therefore that you provide all the information that has been asked for and in the format specified.

3.2 Timetable and Administration Arrangements

Project Stage	Date
Issue of Invitation to Tender	21 st July 2025
Time and date of tender submissions (bids must be sent before this deadline)	Midday 29 th August 2025
Shortlisted bidder interviews*	w/c 8 th September 2025
Contract Award and agree deliverables	w/c 15 th September 2025

All dates in the above timetable are subject to variation.

*Up to four bidders (number at the ERCG's discretion) will be shortlisted for the interview stage. Shortlisted bidders will be invited to interview to talk through their proposals, and skills and experience as an agency in delivering this type of project. Key personnel who will work on the project should attend.

3.3 Submission of Bids

All information and documents for this tender will be accessible at the following webpage <https://www.discoversouthken.com/discover-more/invitation-to-tender-south-ken-zen-heat-and-energy-neighbourhood-project/>

Please ensure that your bid is submitted before noon on 29th August, bids should be submitted to Freya Stannard, Director, ERCG, freya@exhibitionroad.com.

ERCG has a strong commitment to sustainability and through our South Ken ZEN+ programme, we have developed a [Supply Chain Charter](#). We encourage applicants to acknowledge the Charter and respond to the expectations outlined.

Submissions should include:

- Response to the brief detailing key deliverables and in line with the evaluation criteria at 3.10 (c. 2 pages)
- CV's of all those involved
- An outline programme including timeline
- A comprehensive outline of budget allocation
- Evidence of at least two related projects successfully completed

3.4 Return of electronic tender documents

Tenders returned will be accepted in:

All Microsoft Office file formats (or equivalent, though must be capable of being read by MS Office programs)
PDF files
JPEG images

ZIP files containing the above

No other file types will be accepted unless specified in the tender.

Bids not returned as described above may not be considered.

3.5 Acceptance of the Bid

ERCG does not undertake to accept the lowest or any bid and reserves the right to accept the whole or any part of any bid, unless the bidder expressly stipulates otherwise.

ERCG reserves the right to shortlist bids and to invite those bidders selected to site for a clarification interview to assist the evaluation process.

ERCG will notify the bidders in writing of the outcome of their submissions at the earliest possible time.

Following the award of contract, feedback will be available to bidders on request.

3.6 Period for which bids shall remain valid

Unless otherwise stated, bids shall remain valid for 60 days from the closing date for receipt of bids and thereafter until withdrawn by formal notice in writing.

3.7 Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with ERCG will disqualify your tender from being considered and may constitute a criminal offence.

3.8 Collusion

Please note the following requirements, any breach of which will invalidate your tender:

- i) You must not tell anyone else, even approximately, what your bid price is or will be, before the contract is awarded;
- ii) You must not try to obtain any information about anyone else's bid or proposed bid before the contract is awarded; and
- iii) You must not discuss with anyone else whether or not they should submit a bid, about their or your bid price, except for the express purpose of forming a consortium to bid for this work.

3.9 Costs and Expenses

You will not be entitled to claim from ERCG any costs or expenses, which you may incur in preparing your bid whether or not your bid is successful.

3.10 Evaluation

The process will be conducted to ensure that bids are evaluated to ascertain the most economically advantageous tender, assessed against the following criteria.

Criterion	Weighting (%)
Quality: Understanding of the Brief <ul style="list-style-type: none"> Demonstrated a clear understanding of the aims, objectives and main requirements of the brief. Demonstrated an understanding of the ERCG and the South Ken ZEN+ and potential challenges of the project. 	30%
Quality: Methodology <ul style="list-style-type: none"> Outline the proposed research and evaluation methods appropriate and meet the aims and objectives of the project. A resource schedule, showing how you propose to allocate fees and other costs at each stage of the project. How you will work with ERCG, members and councils what resource you will require from us. 	40%
Quality: Evidence of Successful Projects <ul style="list-style-type: none"> CVs of the proposed team demonstrating evidence of work on successful and relevant projects. Three case studies showing past projects that demonstrable your experience of delivering relevant projects. 	20%
Price <ul style="list-style-type: none"> Provide your proposed fees (including expenses) for delivery of the contract. The day rates of each nominated staff member. All costs are to be stated exclusive of VAT, and confirmation if VAT is applicable. 	10%
Timetable <ul style="list-style-type: none"> A project timetable that confirms your ability to complete the work within the given timeframe. 	Pass/Fail
Total	100%

Scoring:

Tender Response	Score
The response raises major concerns about understanding or approach which are potentially highly detrimental to satisfactory service delivery or contract performance.	0-2
The response demonstrates an understanding of the groups requirements which is deemed average/acceptable. Often referred to as a 'standard' response with little or no thinking outside of the box.	3-5
An above average response. A score at this level demonstrates a thorough understanding of the requirements with clear and demonstrable thinking and evidence.	6-8

An exceptional response that exceeds expectations and demonstrates an innovative approach to the requirements.	9-10
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3.11 Alternative Bids

Subject to the submission of a compliant bid you may also submit an alternative price and method for carrying out the work that ERCG, at its sole discretion, may or may not pursue.

3.12 Queries Arising

Any questions that the bidders may wish to put to ERCG must be sent to Freya Stannard, Director, ERCG, freya@exhibitionroad.com.

3.13 Sub-contractors

ERCG has no objections in principle to part of the work being sub-contracted. However, the bidder should disclose as part of his bid his intention to do so.

3.14 Status of Signatories

The person submitting the bid must state his capacity and official position in the company and state that he is a person duly authorised to complete bids for and on behalf of the bidding company.

3.1 Confidentiality

All information supplied by ERCG to you should be treated as commercial in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purpose of submitting the bid. All information supplied by you to ERCG will similarly be treated as commercial in confidence except that references may be sought from banks, existing or past clients or other referees submitted by the bidders, and subject to the provisions of the Freedom of Information Act 2000.

4.0 Draft Form of Contract

This Agreement is made the day of2025 between the Exhibition Road Cultural Group ("ERCG") and the Consultant named below in this Part 1 upon the ERCG's standard conditions attached at Part 2 ("the Conditions").

PART 1: COMMERCIAL DETAILS

1.	The Consultant:	Name:	
		Address:	
		Registered Company Number (if applicable):	
2.	ERCG's Authorised Representative:		
3.	The Services:	Title of Project:	
		Consultant's Role and Particulars:	<i>[insert description and deliverables]</i>
4.	Commencement Date:	<i>[insert date]</i>	
5.	Term:	<i>[From Commencement Date [for a period of [insert period]] / [until [insert date]] [As further described in the Schedule]</i>	
6.	The Price (exclusive of VAT but inclusive of all other charges):	<i>[[insert fixed fee] [As further described in the Schedule]</i>	
7.	Invoice Frequency:	Invoices should be submitted for attention of the ERCG's Authorised Representative Invoices should be submitted <i>[on a [monthly] basis]</i> <i>[within one month of completion of each relevant phase of work]</i> and should include a timesheet to detail works undertaken and a forecast for spend of remaining fee.	
8.	Expenses	Included in the price.	
9.	Tender:	<i>[Yes] / [No] [If there is a tender document, please annex to this Agreement]</i>	
10.	Special Conditions:	<i>[please insert on a case by case basis]</i>	

This Agreement is subject to the Conditions which are attached at Part 2. Where there is any inconsistency between the terms set out in this Part 1 and the Conditions in Part 2, the terms in Part 1 shall to the extent of such inconsistency prevail.

By signing below the parties hereby accept and agree the Conditions.

SIGNED: _____ PRINT NAME: _____
duly authorised to sign for and on behalf of **the Exhibition Road Cultural Group**

SIGNED: _____ PRINT NAME: _____
duly authorised to sign for and on behalf of **The Consultant**

PART 2: THE CONDITIONS

1. DEFINITIONS

In these terms and conditions and contract as a whole the definitions set out at Condition 24 and in the Special Definitions section of the Particulars shall apply.

2. PERFORMANCE – THE SERVICE

2.1 Without limitation to any applicable legislation the PROVIDER shall provide the SERVICE to ERCG in accordance with the terms of the contract. The SERVICE shall: (a) be carried out with the highest degree of care, skill and diligence in accordance with best practice in the PROVIDER's industry, profession or trade; (b) be carried out within a reasonable time and delivered in accordance with any timescales/delivery dates specified on the PARTICULARS and/or Project Plan, in respect of which time is of the essence; and (c) comply with all statutory/local authority/site and other regulations applicable to the SERVICE.

2.2 In providing the SERVICE, the PROVIDER shall:

- (a) co-operate with ERCG in all matters relating to the SERVICE, and comply with all instructions of ERCG;
- (b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the PROVIDER's obligations are fulfilled in accordance with the contract;
- (c) ensure that the SERVICE and Deliverables will conform with all descriptions, standards and specifications set out in the PARTICULARS and Project Plan, and that the Deliverables shall be fit for any purpose that ERCG expressly or impliedly makes known to the PROVIDER;
- (d) provide all equipment, tools and vehicles and such other items as are required to provide the SERVICE;
- (e) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the SERVICE or transferred to ERCG, will be free from defects in workmanship, installation and design;
- (f) obtain and at all times maintain all licences and consents which may be required for the provision of the SERVICE;
- (g) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the SERVICE, and with any policies of ERCG that ERCG may provide to the PROVIDER;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any location of the Services or any of ERCG's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by ERCG to the PROVIDER (**ERCG Materials**) in safe custody at its own risk, maintain the ERCG Materials in good condition until returned to ERCG, and not dispose or use the ERCG Materials other than in accordance with ERCG's written instructions or authorisation;
- (j) not do or omit to do anything which may cause ERCG to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the PROVIDER acknowledges that ERCG may rely or act on the SERVICE; and
- (k) not make any press announcements or publicise this contract in any way without the ERCG prior written consent and shall not act in a manner which may, or is likely to, damage the reputation of the ERCG and/or its members or bring the ERCG and/or its members into disrepute.

2.3 The SERVICE shall be considered complete when the ERCG is satisfied that the SERVICE has been completed in accordance with the contract.

3. FEES AND EXPENSES

The fees payable by the ERCG to the PROVIDER in respect of the SERVICE are exclusive of VAT, which where applicable shall be payable in addition. Unless otherwise specified in the PARTICULARS, the amount of fees is a fixed lump sum fee inclusive of expenses, disbursements and all other costs. Where reasonable expenses for specific costs are expressly claimable under the PARTICULARS all claims must be supported by original relevant receipts.

4. INDEPENDENT CONTRACTOR

The PROVIDER is an independent contractor and shall (and its personnel/staff shall) at no time become an employee of the ERCG and accordingly shall be responsible for making its own arrangements for the payment of Income Tax, National Insurance and any other contributions and shall indemnify the ERCG in respect of any liability for Income Tax, National Insurance and any other contributions.

5. PAYMENT

5.1 The PROVIDER shall return a signed copy of the PARTICULARS before the start of the SERVICE to Freya Stannard, Director of the ERCG. This evidences agreement to the terms of this contract.

5.2 The PROVIDER shall submit separate invoices for work completed to the satisfaction of the ERCG in accordance with the contract. Invoices shall quote VAT separately where applicable, quote the relevant PARTICULARS number overleaf and be sent to either the Lead contact stipulated in this letter or: Director, Exhibition Road Cultural Group, Natural History Museum (Room EG281), Cromwell Road, London SW7 5BD freya@exhibitionroad.com

5.3 Subject, in ERCG's opinion, to satisfactory performance by the PROVIDER of its relevant obligations under this contract, payment shall be made by the ERCG within 30 days of receipt of the correct invoice.

6. PERFORMANCE MANAGEMENT

6.1 The PROVIDER shall provide all reasonable cooperation, access and assistance to the ERCG for the purpose of the ERCG carrying out performance management and reviews of the PROVIDER's supply of the SERVICE in PARTICULARS to ensure successful delivery in accordance with the contract, which shall include any specific requirements set out in the PARTICULARS and/or Project Plan and (without limitation):

- (a) attending such regular meetings with the ERCG and/or other Project partners; and
- (b) providing such specific information or progress reports, as the ERCG may require from time to time further to consultation with the PROVIDER.

6.2 The PROVIDER shall report to such representative(s) of the ERCG as directed from time to time by the ERCG.

7. NO REPRESENTATION

The PROVIDER does not have authority to enter into contracts or agreements on behalf of the ERCG, including verbal contracts and email contracts. The PROVIDER will not purport to represent the ERCG in any way, other than, with the prior written approval of the ERCG in each case, in direct connection with provision of the SERVICE.

8. NO RIGHTS INFRINGEMENT

It shall be a condition of the contract that, except to the extent that any Deliverable is made up in accordance with designs furnished by the ERCG, none of the SERVICE (including the Deliverables), and no use of the IPRs licensed under Condition 9.2, will infringe any patent, trade mark, registered design, copyright, moral right or other right in the nature of intellectual property, or any other rights, of any third party.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Nothing in this Agreement shall affect the ownership of Background Intellectual Property.

9.2 Where the PROVIDER's Background Intellectual Property forms part of any Deliverables supplied to ERCG in the course of providing the Services the PROVIDER will be deemed to have granted ERCG a non-exclusive, perpetual, irrevocable royalty-free licence to use such Background Intellectual Property as part of such Deliverables and for such purposes as are necessary to allow the use and exploitation of the Deliverables (or any part of them) by ERCG, its licensees, successors and assigns.

9.3 Subject to clause 0, the Deliverables, the Intellectual Property Rights therein and any other Intellectual Property Rights created, generated or developed by or on behalf of the PROVIDER in the provision of the Services shall be owned by ERCG and, accordingly, the PROVIDER hereby assigns to ERCG absolutely and with full title guarantee (by way of present and future assignment) any and all such Intellectual Property Rights.

9.4 The PROVIDER warrants that all Deliverables and other materials produced as a result of providing the Services will be original to it and will not infringe the rights of any third party.

9.5 The PROVIDER agrees that on request by ERCG (or on its behalf) at ERCG's reasonable expense it shall execute and sign such documents and do such things as may be required by ERCG to give effect to the assignment of rights under clause 9.3 and ensure that the rights licensed or assigned to ERCG under this clause 9.5 can be exercised, sub-licensed or otherwise used freely by ERCG in accordance with the terms of this Agreement.

9.6 The PROVIDER irrevocably and unconditionally waives any and all moral rights or any rights of a similar nature as it may have or acquired in the Deliverables in perpetuity, and warrants and undertakes to procure that all persons engaged in the creation or production or other use of the Deliverables have waived any and all moral rights on the same terms.

9.7 The PROVIDER warrants that:

9.7.1.1 the PROVIDER has not, and shall not, grant or assign any rights of any nature in part or all of any Deliverable produced as part of the Services to any third party whatsoever in any part of the world;

9.7.1.2 subject to the provisions of clause 0, all Deliverables will be original to the PROVIDER and ERCG is or shall be the sole and unencumbered owner of all IPR in the Deliverables and that nothing in the Deliverables (or any exploitation thereof by ERCG) will infringe any right whatsoever of any third party; and

9.7.1.3 the PROVIDER has all the applicable permissions and licenses and has fulfilled any other relevant requirements necessary to copy and provide to ERCG any third party material in whatever format ("**Third Party Material**") provided as part of the Deliverables and that any Third Party Material shall be appropriately flagged as such where not immediately identifiable.

10. HEALTH, SAFETY AND SECURITY

10.1 The PROVIDER represents and warrants to the ERCG that the PROVIDER has satisfied itself that all necessary tests and examinations have been made or will be made before delivery of the SERVICE to ensure that the SERVICE is designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that it has made available to the ERCG adequate information about the use for which the SERVICE has been designed and has been tested. The PROVIDER shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, PARTICULARS, regulations and Codes of Practice relating to health and safety, to the extent that it applies to the PROVIDER's performance of the contract.

10.2 Whilst on ERCG premises the PROVIDER shall comply with Health, Safety and Security regulations of the ERCG including any regulations as the ERCG shall notify to the PROVIDER from time to time in writing.

11. LIABILITY AND INDEMNITY

11.1 The PROVIDER shall be liable for, indemnify and hold harmless the ERCG from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the ERCG arising out of or in connection with:

- (a) any claim brought against the ERCG for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the SERVICE (excluding the ERCG Materials) or enjoyment of the licences under Condition 9.2, and/or
- (b) any claim made against the ERCG by a third party arising out of, or in connection with, the supply of the SERVICE,

except to the extent directly caused by the negligence of the ERCG.

11.2 The ERCG's total liability to the PROVIDER, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract shall be limited to the total fees paid by the ERCG under this contract.

11.3 This Condition 11 shall survive termination of the contract for any reason.

12. INSURANCE

The PROVIDER shall effect and maintain, with a reputable insurance company, adequate general third party public liability and professional indemnity insurance to cover all the liabilities that may arise under or in connection with the contract (including to the level set out in the PARTICULARS). The PROVIDER shall provide evidence and details of such cover if requested, including evidence that the current year's premium is paid.

13. CONFIDENTIALITY/DATA PROTECTION/FREEDOM OF INFORMATION

13.1 The PROVIDER shall keep confidential and not disclose to any person any information concerning the business, affairs, customers, clients or suppliers of the ERCG, except to such of its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the PROVIDER's obligations under the contract. The PROVIDER shall not use the ERCG's confidential information for any purpose other than to perform its obligations under the contract.

13.2 The PROVIDER shall not advertise or make any statement relating to the existence or performance of the contract without the ERCG's prior written consent.

13.3 The PROVIDER shall conform fully with requirements of the UK General Data Protection Regulation to the extent that it applies to the PROVIDER's performance of the contract, and shall comply with ERCG's reasonable requests to enter into any data sharing or processing agreement.

13.4 The PROVIDER acknowledges that the ERCG and/or its members are subject to the requirements of the Code of Practice on Access to Government Information and the Freedom of Information Act and shall fully cooperate with the ERCG to enable the ERCG to comply with these information disclosure requirements.

14. TERMINATION

14.1 Either party shall have the right to cancel the PARTICULARS/contract before the commencement of the SERVICE by written notice to the other party in which case neither party shall make any payment to the other and neither party shall be liable to the other for any loss of profits, loss of contracts, loss of markets or loss of opportunity that may be suffered by the other party as a result of such termination.

14.2 Without limiting or affecting any other right or remedy available to it, ERCG may terminate the contract:

(a) with immediate effect by giving written notice to the PROVIDER if:

i) there is a change of control of the PROVIDER; or

ii) the PROVIDER's financial position deteriorates to such an extent that in the ERCG's opinion the PROVIDER's capability to adequately fulfil its obligations under the contract has been placed in jeopardy; or

iii) the PROVIDER commits a breach of Condition 2.2

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(b) by giving the PROVIDER one month's written notice.

14.3 Without prejudice to either party's other rights and remedies under the contract or at law, either party may terminate the contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering

creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by PARTICULARS of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14.4 In the event of termination by the ERCG under Condition 14.2, the ERCG may retain out of any amount due to the PROVIDER under the contract an amount equal to any bona fide claim the ERCG may have against the PROVIDER arising out of such breach.

15. CONSEQUENCES OF TERMINATION

15.1 On termination of the contract, the PROVIDER shall immediately deliver to ERCG all Deliverables whether or not then complete, and return all ERCG Materials. If the PROVIDER fails to do so, then ERCG may enter the PROVIDER's premises and take possession of them. Until they have been returned or delivered, the PROVIDER shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the contract.

15.2 On termination of the contract due to the PROVIDER's default before completion of delivery of the SERVICE and Deliverables in accordance with the contract, the PROVIDER shall, if so requested by the ERCG, provide all assistance reasonably required by the ERCG to facilitate the smooth transition of the SERVICE to any replacement PROVIDER appointed with the minimum possible disruption and with a view to minimising any detrimental consequences to the Project. Such co-operation and assistance shall be provided at no cost to the ERCG.

15.3 Termination of the contract shall not affect any of the rights, remedies,

obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry. Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the contract shall remain in full force and effect.

16. USE OF EMAIL, LOGO AND EQUIPMENT

16.1 ERCG may provide an email address, logo, stationery and office equipment for use by the PROVIDER to enable work to complete the provision of SERVICE. Any email, logo, stationery or equipment is provided on the basis that it is solely for work related to the SERVICE. All email users should assume that email messages may be read by others and should not include anything which could offend or embarrass any reader, user or ERCG if it found its way into the public domain. Email messages may be disclosed in legal proceedings in the same way as paper documents. By using ERCG and equipment, the PROVIDER agrees to

use it responsibly. The email account remains the property of ERCG and the PROVIDER's access to this account will be terminated on termination of the contract.

16.2 The PROVIDER warrants to ERCG that any computer equipment and associated software which it uses for the purpose of providing the SERVICE contains anti-virus protection with the latest released upgrade from time to time.

17. ENTIRETY

The contract (including without limitation the PARTICULARS, these terms and conditions and any attachments or documents referred to therein) shall constitute the entire agreement between the ERCG and the PROVIDER and no other terms and conditions shall apply.

18. ASSIGNMENT & SUBCONTRACTING

The PROVIDER shall not, without the prior written consent of the ERCG assign the benefit or burden of the contract or any part thereof. No subcontracting by the PROVIDER shall in any way relieve the PROVIDER of any of its responsibilities under the PARTICULARS/contract.

19. THIRD PARTY RIGHTS

Except as expressly stated otherwise in the PARTICULARS, neither the ERCG nor the PROVIDER confers or purports to confer on any third party any benefit or any right to enforce any term of the contract under the Contracts (Rights of Third Parties) Act 1999.

20. FAILURE OR FORBEARANCE

Failure or forbearance by the ERCG to assert its rights under the contract shall not be deemed a waiver of such rights.

21. FORCE MAJEURE

Neither party shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for one month, the party not affected may terminate the contract by giving 30 days' written notice to the affected party.

22. VARIATION

No variation of the contract shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives

23. GOVERNING LAW AND JURISDICTION

The contract shall be governed by and construed in accordance with the laws of England and subject to the jurisdiction of the English courts.

24. DEFINITIONS

as a whole:

(a) 'the contract' means the contract for services for the SERVICE (which includes, without limitation, the terms of the PARTICULARS and these terms and conditions);

(b) 'the Deliverables' means all documents, products, physical constructions and outputs, and materials developed by the PROVIDER or its agents, contractors and employees as part of or in relation to the SERVICE in any form or media, including drawings, installations, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts), including (without limitation) any documents, products and materials set out in the PARTICULARS and/or Project Plan;;

(c) 'the ERCG' means the Exhibition Road Cultural Group (Company Number:05983125, Charity Number:1123758);

(d) 'ERCG Materials' means all equipment and tools, instructions, plans, drawings, patterns, models, designs, specifications, data and any other materials furnished to or made available by the ERCG to the PROVIDER in connection with the contract;

(e) 'the PARTICULARS' means the Contract for Services PARTICULARS executed by the parties which sets out the key roles and responsibilities and other terms in relation to the provision of the SERVICE;

(f) 'the Project Plan' means, collectively, the complete set of documents agreed between ERCG and the PROVIDER, which sets out the scope and detail of SERVICE and its delivery, including (but not limited to) the PARTICULARS, the agreed description or specification for the SERVICE and the Deliverables (as set out in the PARTICULARS or otherwise), the agreed delivery timetable/dates/milestones for the SERVICE and the agreed payment terms, as developed and from time to time updated/amended during the course of this contract by ERCG and the PROVIDER by agreement in writing;

(g) 'the PROVIDER' means the appointee named in the PARTICULARS to provide the SERVICE;

(h) 'the SERVICE' means the services, including any Deliverables, to be supplied to the ERCG by the PROVIDER pursuant to the PARTICULARS/contract, as set out in the PARTICULARS and/or Project Plan;

(i) 'TUPE' means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended).